

# TOUR CONDITIONS

Agent-Organized Tour Contract



Tourism Designers

Tourism Designers Co., Ltd.

These tour conditions shall apply to agent-organized tours organized by Tourism Designers Co., Ltd.

## **1. Purpose of Tour Conditions**

These tour conditions shall become a part of the explanatory documents of the terms and conditions stipulated in Article 12-4 and the contract documents stipulated in Article 12-5 of the Travel Agency Act.

## **2. Agent-Organized Tour Contracts**

(1) This is a tour that Tourism Designers Co., Ltd. (hereinafter referred to as the "**Company**") plans and carries out and the clients who participate in this tour are required to conclude an agent-organized tour contract (hereinafter referred to as "**Tour Contract**") with the Company.

(2) The Company undertakes to provide tour arrangements and itinerary management so that clients can have travel services including transportation/accommodation provided by transportation/accommodation providers (hereinafter referred to as "**Tour Services**") in accordance with the tour itinerary determined by the Company.

(3) The terms and conditions of the Tour Contract are comprised of, the brochure, these tour conditions, the final documents called as the final itinerary handed over before departure (hereinafter referred to as the "**Final Tour Itinerary**") and the section of the agent-organized tour contract in the standard terms and conditions of tour contracts of the Company (hereinafter referred to as the "**Company Terms and Conditions**").

### **3-1. Application for Tour and Time of Entry into Effect of Contract**

(1) When applying, it is required to provide the necessary information together with the application deposit provided in the brochure to the Company. For our operational reasons, it may be required to fill the necessary information in our special form or the dedicated window. At the time of the payment of the tour price, the application deposit will be used towards such payment. The Tour Contract comes into effect when the Company agree to the conclusion of the contract and receives the application deposit.

(2) (a) The Company may accept reservation applications for Tour Contracts by telephone, mail, facsimile and other means of communication. In such cases, the contract does not come into effect at the time of the reservation. Clients are required to confirm the contents of the application and pay the application deposit within 3 days counting from the day after the day when the Company notify the client of acceptance of the reservation. If the client does not pay the application deposit within this period, the Company treat such application as void.

(b) In the case of reservations made over the internet and payment at a tour sales office, it is required to confirm the contents of the application and pay the application deposit within 2 days counting from the day after the day when the Company notify the client of acceptance of the reservation. If the client does not pay the application deposit within this period, the Company treat such application as void.

(3) The Tour Contract comes into effect when the Company receive the application deposit as specified in Paragraph (2) in the case of an application by phone and when the Company send a notice of acceptance of the Tour Contract with the client after the payment of the application deposit in the case of an application by mail or facsimile. Even in the case of an application by telephone, mail, facsimile or other means of communication, when a Communications Contract is made, the contract comes into effect as specified in Article 24 (3).

(4) When a person responsible for the contract as a representative of an organization or group applies for a tour, the Company shall regard the representative as having all authorization to conclude or cancel the contract.

(5) A person responsible for the contracts shall provide the Company with lists of the names of members by the date specified by the Company.

(6) The Company shall not assume any obligations or responsibilities which arose in the past or will arise in the future and are owed by the person responsible for the contracts to group members.

(7) In case the person responsible for the contract does not accompany the group, the Company will regard one of the members appointed by such person in advance as the person responsible for the contract after the tour departure.

### **3-2. Special Contract regarding Handling of the Waitlist System**

When a Tour Contract cannot be concluded due to full occupancy of seats or rooms or other reasons at booking and a client really wants to proceed with the booking, the Company may conclude a special contract with the client and conclude a Tour Contract when the Company becomes able to conclude the Tour Contract with the client (hereinafter referred to as the "**Waitlist System**")

(1) If a client wants to take part in the Waitlist System, the Company shall confirm the waiting period during which the client can wait for the response of the Company (hereinafter referred to as the "**Waiting Period**") and require the submission of the application and money equivalent to the application deposit. At this point, the Tour Contract has not been concluded yet and the Company does not guarantee the conclusion of a Tour Contract in the future.

(2) The Company shall reserve the money equivalent of the application deposit as mentioned in Paragraph (1) above as a deposit and when the Company becomes able to execute a Tour Contract with the client, the Company shall notify the client of acceptance of the conclusion of the Tour Contract and such money will be used as the application deposit.

(3) A Tour Contract comes into effect when the Company sends an acceptance notice of conclusion of the Tour Contract with the client as provided in Paragraph (2) above (but in the case of an electronic acceptance notice, when the notice reaches the client).

(4) The Company shall refund a full amount of the deposit when the Company is not able to accept the conclusion of a Tour Contract during the Waiting Period.

(5) If a client notifies the Company of his/her withdrawal from the Waitlist System before the Company notifies him/her of the acceptance of the Tour Contract during the Waiting Period, the Company shall refund a full amount of the deposit. In this case, the Company shall not charge a cancellation fee even if the client's notice of withdrawal from the Waitlist System is made during the cancellation fee period.

### **4. Conditions for Application**

(1) Clients under 20 years of age must provide the Company with the written consent of their guardian. Clients under 15 years of age must be accompanied by a guardian.

- (2) The Company may refuse participation if the client's age, qualifications, skills or other conditions which the Company specify do not conform to those designated for tours aimed at specific client categories or purposes.
- (3) The Company may refuse participation if the Company finds that the client is a member of an organized crime group, a related person of an organized crime group or part of any other anti-social forces.
- (4) The Company may refuse participation if the client makes a demand with violence or an unreasonable demand or uses intimidating words or actions in relation to transactions with the Company.
- (5) The Company may refuse participation if the client defames the reputation or interferes with the business of the Company by spreading rumors, using fraudulent means or resorting to force.
- (6) Clients who require special attention due to chronic disease, general ill-health, pregnancy or physical handicaps must advise the Company of this when applying for the tour. The Company will respond to such requests to the extent feasible and reasonable. And when the Company makes a special arrangement in accordance with the client's request, the client shall bear the expenses incurred in relation to the arrangement. The Company may request that the client presents a medical certificate. Depending on the local circumstances and the relevant organizations, the Company may require clients to be accompanied by an escort or companion, change a part of the itinerary, recommend the client join another tour with fewer barriers or refuse his/her participation in the tour to ensure safe and smooth operation of the tour.
- (7) In the cases of Paragraphs (1), (2) and (6), when necessary, the Company shall notify the client within one week in principle of, in the cases of (1) and (2), the application submission date and of, in the case of (6), the date advised by the client.
- (8) If the Company determines that the client needs a medical diagnosis or treatment by a physician due to illness, functional disease or other reasons during the tour, the Company may take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the client.
- (9) Independent activities of the client's own preference during the tour shall not be permitted in principle. However, the Company may, depending on the tour package, accept such activities under separate conditions.
- (10) The Company may refuse a client's participation if the Company determines that the client threatens to embarrass other participants or interfere with the collective activities of tour participants.
- (11) The Company may also refuse a client's participation for tour operational reasons.

## **5. Delivery of Contract Documents and Final Tour Itinerary**

- (1) Promptly after a Tour Contract is concluded, the Company shall provide the itinerary, the tour conditions including the Tour Services and the contract documents referring to the responsibilities of the Company. Contract documents are comprised of the brochure and these tour conditions, etc.
- (2) To supplement the contract documents mentioned in Paragraph (1), the Company shall provide a Final Tour Itinerary stating confirmed information in relation to the meeting time, meeting place, relevant transportation provider and relevant accommodation provider, at latest no later than one day prior to the tour departure date. Provided, however, that if an application is made on or after 7 days prior to the day before the tour departure date, the Company may provide it on the departure date.

## **6. Payment of Tour Price**

The tour price shall be paid no later than on the 13th day counting back from the day before the departure date of the tour. If an application is made on or after the 13th day counting back from the day before the departure date of the tour, the tour price shall be paid before departure and by the date designated by the Company. Even when a client and the Company do not enter into the Correspondence Contract stipulated in Article 24, if a client is a credit card holder of the Company's affiliated credit card company and gives consent, the Company may charge the client's credit card for the tour price (inclusive of application deposits and additional charges) without the signature of the client, any cancellation fee or penalty charge stipulated in Article 14, and additional charges stipulated in Article 10 and handling charges stipulated in Article 13. In the absence of any request from the client, the Card Use Day (defined below) shall be the acceptance date of the client.

## **7. Tour Price**

- (1) Unless otherwise specified, clients 12 years of age or over shall be charged the adult price and those aged 6 to 11 (in the case of a package using an airplane, those aged 3 to 11) shall be charged the child price.
- (2) The tour price is indicated for each tour package. Clients are asked to confirm the tour price based on the departure date and the number of participants.
- (3) The "tour price" shall be the basis for calculating the "application deposit" stipulated in Article 3, the "cancellation fee" stipulated in Article 14 (1), "penalty charge" stipulated in Article 14 (3) and "compensation for changes" stipulated in Article 23. The "Tour Price" in advertisements or brochures shall be calculated as follows: "basic tour price (or standard tour price)" + "additional charges" - "discount amounts".

## **8. Included in the Tour Price**

- (1) The tariff and charge of the transportation providers expressly stated in the tour itinerary (economy class, unless indicated otherwise), accommodation costs, meal expenses, admission fees, entrance fees and consumption tax and other taxes.
- (2) The cost of the tour conductor in tours accompanied by a tour conductor and gratuities required for activities of a group tour.
- (3) Other amounts as included in the tour price in the brochure. Even when these expenses are not fully incurred due to the client's personal preferences, those amounts shall not be refunded in principle.

## **9. Not Included in the Tour Price**

Charges and expenses other than those specified in Paragraphs (1) through (3) of the preceding Article are not included in the tour price such as:

- (1) Excess baggage charges (baggage exceeding the specific weight, capacity, number);
- (2) Airport departure taxes (excluding cases where expressly mentioned in the brochure);
- (3) Laundry, telegrams, telephone, additional meals and drinks, and any other expenses of a personal nature and tax and service charges incidental to them;
- (4) Tour price for an optional tour taken by only the applicant (a small excursion for an extra charge);

- (5) Extra tariffs and charges of transportation providers (for example, fuel surcharges); and
- (6) Transportation charges and accommodation fees between arrival/departure point and the client's home.

#### **10. Additional Charges**

The "additional charges" mentioned in Article 7 shall mean the following charges (excluding cases where they are already included in the "Tour Price"):

- (1) Additional charges for "Upgrade Plans" as specified by the Company in brochures and other materials to upgrade hotels or room classes;
- (2) Additional charges for changing from a "Plan Without Meals" to a "Plan With Meals";
- (3) Additional charges for "Hotel Extension Plan" as specified by the Company in brochures and other materials to extend the period of stay at the hotel;
- (4) The differences in the airfare for "additional charge for super seat" as specified by the Company in brochures and other materials to upgrade airline seat classes; and
- (5) Other additional charges as specified in brochures and other materials (additional charges for straight check-ins and additional charges for choosing the airline as specified in brochures and other materials).

#### **11. Revision of Tour Contract**

If the following occur: natural disasters, wars, riots, suspension of Tour Services rendered by transport/accommodation providers, governmental orders, provision of transportation services not based on the original operational plan, or other circumstances beyond the Company's control, the Company may, even after conclusion of the Tour Contract, revise its itinerary and Tour Services when it is avoidable in order to conduct safe and smooth tour operation after the Company promptly explains to clients the reasons why such events are beyond the Company's control and the causal connection with the event. However, said explanation may be made after revisions in emergency circumstances.

#### **12. Change in Tour Price**

The Company will not change the tour price, additional charges or discount prices after the conclusion of the Tour Contracts except in the following cases:

- (1) If the tariff and charges of the transportation providers used for the tour are revised considerably out of the range of those ordinary expected due to drastic changes in the economic conditions, the Company may revise its tour price in accordance with increases or reductions in transportation tariff and charges for the tour accordingly. If the tour price is increased, the Company shall notify clients on no later than the 15th day counting back from the day before the tour departure;
- (2) In the event transportation tariff and charges are drastically reduced as provided in Paragraph (1), the Company shall reduce the tour price accordingly in accordance with Paragraph (1);
- (3) In the event the itinerary changes and the costs for tour operation decrease, the Company shall reduce the tour price accordingly;
- (4) In the event the itinerary changes in accordance with Article 11 and the travel costs for tour operation

(including cancellation fees, penalty charges or other charges which have already been paid or need to be paid later for Tour Services which have not been provided due to a change in the contract) increase, except for cases where the services are provided but the contract has changed because of a shortage of seats, rooms or other facilities relating to the transportation or accommodation facilities, the Company shall change the tour price accordingly; and

(5) If the Company specifies that tour prices are dependent on the number of participants in the transportation and accommodation and there is a change in the number of participants due to reasons beyond the Company's control after the conclusion of the Tour Contract, the Company shall change the tour price within the range as specified in the tour documents.

### **13. Change of Tour Participant**

A client who has entered into a Tour Contract may, with the Company's consent, transfer its status in the contract to a third party. In this case, the clients shall fill in the required information in the form provided by the Company and submit it to the Company. At the time, the clients shall pay a handling charge for the change of participant determined by the Company. (If a boarding pass is already issued, the Company may separately charge the cost of re-issuance.) This transfer of status in the contract shall become valid upon the consent of the Company and the transferee of the status in the Tour Contract shall hold all rights and assume all obligations in relation to the Tour Contract. The Company may reject such change if transportation or accommodation providers would not accept the change or for any other reason.

### **14. Cancellation Fees**

(1) If a client cancels the tour for personal reasons after the conclusion of the Tour Contract, the client shall pay the cancellation fees described in the brochure and clients remaining in the tour shall pay the balance of additional per room costs associated with the change in number of participants.

(2) In case of cancellation due to a credit financing issues beyond the Company's control, the client shall pay the cancellation fees specified by the Company.

(3) If a client fails to pay the tour price by the due date, the Company will consider that the client has cancelled the Tour Contract as of the day following the due date, and the client shall pay a penalty charges equal to the amount of the cancellation fees.

(4) If a client changes the departure day or a part of the itinerary such as the tour package or any transportation or accommodation due to his/her personal preferences, the Company shall consider this a cancellation of the entire tour and the Company shall charge the cancellation fees specified by the Company.

### **15. Cancellation before Departure**

#### **(1) Cancellation by Client**

1 The client may cancel the Tour Contract at any time if they pay the Company the cancellation fee as stipulated in the brochure. The Company only accepts cancellation requests during the business hours of the office where the client originally applied for the tour.

2 In any of the following cases, the clients may cancel the Tour Contract without paying a cancellation fee.

- a. When the contents of the Tour Contract have been changed. However, such changes shall be limited to the cases listed in the left side of the table in Article 23 and other material cases;
- b. When the tour price is increased in accordance with Article 12(1);
- c. Safe and smooth tour operation becomes or is most likely to become impossible due to natural disaster, war, riot, suspension of Tour Services rendered by transportation/accommodation providers, governmental orders or other causes;
- d. When the Company has not delivered the Final Tour Itinerary described in Article 5(2) to the client by the date specified therein; or
- e. When tour operation becomes impossible due to reasons attributable to the Company.

3 The Company shall refund the remaining amount of the received tour price (or application deposit) after deducting the cancellation fees specified by the Company when the Tour Contract is cancelled in accordance with Paragraph (1)1. If the application deposit is not enough to cover the cancellation fee, the Company will charge the difference separately. When the Tour Contract is cancelled in accordance with Paragraph (1)2, the Company shall refund a full amount of the received tour price (or application deposit).

(2) Cancellation by Company

1 If the client has not paid the tour price by the due date provided in Article 6, the Company may cancel the Tour Contract. In such case, the client shall pay the Company a penalty charge of the same amount as the cancellation fee described in Paragraph (1)1.

2 In any of the following cases, the Company may cancel the Tour Contract:

- a. When it becomes apparent that the client does not satisfy the gender, age, qualification, skill or other requirements specified by the Company in advance for participation in the tour;
- b. When the client is found to be a person described in Article 4(3) through (5);
- c. When the client is recognized as unfit to participate in the tour due to illness, absence of a necessary helper or for other reasons;
- d. When the Company considers that the client may cause trouble for the other participants, or might otherwise interfere with the smooth operation of the group activities;
- e. When the client makes demands beyond the reasonable scope of the details in the contract;
- f. When the minimum number of participants as stipulated by the Company in the brochure has not been reached. In such cases, the Company shall notify the clients of tour cancellation on no later than the 13th day (3rd day for one-day tours) prior to the day preceding the tour departure date;
- g. When the necessary conditions as clearly specified by the Company in advance cannot be met or it is highly likely that such conditions will not be met, such as in the case of insufficient snowfall for ski tours; or
- h. Safe and smooth tour operation of the tour itinerary as specified in the brochure becomes or is most likely to become impossible due to natural disaster, war, riot, suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes.

3 When the Company cancels the Tour Contract in accordance with Paragraph (2)1, it shall refund the tour



price (or application deposit) already received after deducting the applicable penalty charges. When the Company cancels a Tour Contract in accordance with Paragraph (2)2, the Company shall refund a full amount of the tour price (or application deposit) already received from the client.

## **16. Cancellation After Departure**

### **(1) Cancellation by Client**

1 When the client leaves the tour group for personal reasons, the Company shall consider it a forfeiture of contractual rights and shall not make any refund.

2 If certain Tour Services cannot be provided as described in the brochure due to reasons not attributable to the client, the client may cancel the contract relevant to such Tour Services not provided without paying any cancellation fees.

3 In the case of Paragraph (1)2, the Company shall refund the amount relevant to the Tour Services which are not provided. Provided, however, that if such event is caused by reasons not attributable to the Company, the Company shall refund the remaining amount after deducting the cancellation fee, penalty charges or other expenses for the relevant Tour Services which have already been paid or will have to be paid.

### **(2) Cancellation by the Company**

1 The Company may cancel a part of the Tour Contract after the Company explains to the clients in the following cases:

- a. When the Company considers that the client is unable to continue the tour owing to illness, absence of a necessary helper or other reasons;
- b. When the client is found to be a person described in any of Article 4(3) through (5);
- c. When the client disobeys the instructions of the Company through the tour conductor or other person to conduct safe and smooth tour operation, or disturbs the order of group activities of tour participants by violence or menace towards these people or those accompanying them or jeopardizes the safe and smooth operation of the tour; and
- d. When the tour cannot continue due to war, riot, suspension of Tour Services rendered by transportation and accommodation providers, governmental orders or other causes beyond the Company's control.

### **2 Effect of Cancellations and Refunds**

If the Company cancels the Tour Contract in accordance with Paragraph 2(1) above, the cancellation fee or penalty charges or other charges which have already been paid or have to be paid to service providers of the Tour Services which have not been rendered due to cancellation of the contract, if any, shall be borne by the client. The Company shall refund the expenses for Tour Services which have not been rendered to the client after deducting the cancellation fee or penalty charges or other charges which have already been paid or will be paid to Tour Service providers.

3 When the Company cancels the Tour Contract in accordance with Paragraph (2)1 a. or d., the Company shall, at the client's request and expense, make necessary arrangements to return the client to the point of

departure.

4 When the Company cancels the Tour Contract in accordance with Paragraph (2)1, the contractual relationship between the Company and the client shall be rescinded but not with retroactive effect. The Company's obligation in relation to the Tour Services that have been rendered to the client shall be deemed to have been validly fulfilled.

### **17. Refund of Travel Cost**

(1) When the Company owes any liability to refund to a client in cases such as "tour price reduction in accordance with Article 12 (2), (3) or (5)", or "if either the client or the Company has cancelled the Tour Contract in accordance with Article 14 through 16", the Company shall make said refund within 7 days counting from the day after cancellation, in the case of a refund arising from cancellation before departure, and within 30 days counting from the day after the tour ends, as stipulated in the brochure in the case of a reduction in the tour price or refund due to cancellation after tour departure.

(2) Paragraph (1) shall not prevent clients or the Company from claiming compensation for damages in accordance with Article 19 (Liability of the Company) or Article 21 (Liability of Clients).

(3) Clients shall be required to request the refund at the tour sales office where they applied for the tour within one month from the planned tour departure day.

(4) All tour coupons already provided are required to be submitted when requesting a refund after the provision of tour coupons. Otherwise, the Company may not be able to make a refund of the tour price.

### **18. Tour Conductors**

(1) A tour conductor shall accompany the tour packages indicated as accompanied by a tour conductor throughout the duration of the tour itinerary. The tour conductor shall, in principle, provide the services necessary for the smooth operation of the tour itinerary prescribed in the contract documents. Clients are required to follow the instructions of the tour conductor in order to maintain the safe and smooth operation of the itinerary during the tour. The tour conductor shall provide services, in principle, from 8:00 a.m. to 8:00 p.m.

(2) A local tour conductor shall accompany the tour packages indicated as accompanied by a local tour conductor from arrival at the destination to departure to the next destination. The local tour conductor shall provide the same services as the tour conductors mentioned in Paragraph (1).

(3) A tour conductor shall not accompany but a local assistant provides services necessary for smooth operation of the tour in the case of a package guided by a local assistant.

(4) Neither a tour conductor nor a local assistant shall accompany clients on individualized tours. Clients participating in such tours shall be responsible for managing the itinerary by themselves. The Company shall provide the clients with travel coupons and/or tickets for Tour Services, such clients shall make all arrangements for receiving the Tour Services by themselves. In the event of the suspension of services by transportation providers or sudden cancellation of travel for the client's own personal reasons, the client shall contact the tour sale agent in charge. Furthermore, if the client is unable to contact the tour sale agent due to

it being on a non-business day or outside of regular business hours, the client shall make a cancellation notice or cancellation process of remaining services of reserved facilities (hotels, transportation facilities, etc.) by himself/herself. Failure to make notification or processing for the purposes of cancellation of the remaining services will result in the waiver of the client's right and the customer may not be able to receive any refund.

(5) When events arise which require a change in the services because of the bad weather or other reasons during the sections where the local tour conductor does not accompany and the local assistant does not conduct its

business, clients shall make arrangements for substitute services and the necessary procedures incidental to them.

## **19. Liability of the Company**

(1) In performing its obligations under the terms of its Tour Contract for an agent-organized tour, if the Company causes damage to clients through wilful misconduct or negligence of the Company or the Company's agent, the Company shall be liable for such damage. However, this only applies if the notification is made to the Company within 2 years counting from the day following the occurrence of the damage.

(2) In principle, the Company shall not be liable for damage incurred by clients as stipulated in Paragraph (1) above caused by the following events:

(a) natural disaster, war, civil riot and alteration or cancellation of a tour itinerary due to such events; (b) accidents during transportation or accommodation, damage by fire; (c) cessation of services rendered by transportation or accommodation providers, and alteration or cancellation of tour itinerary due to such events; (d) orders of governments, isolation resulting from infectious diseases, and alteration or cancellation of tour itinerary due to such events; (e) accidents during the clients' free activities; (f) food poisoning; (g) theft; or (h) delays, stoppages, changes of schedule and route by transportation providers, and alteration of tour itineraries and/or shortened stays at destinations due to such events.

(3) Notwithstanding the notification period of the damage as provided in Paragraph (1), the Company shall compensate for damage to baggage as provided in Paragraph (1) only when said damage is reported within 14 days counting from the day after the occurrence of such damage. The compensation shall be, regardless of the amount of the damage, up to a maximum of 150,000 yen per person (except for cases where the Company committed wilful misconduct or gross negligence).

## **20. Special Indemnification**

(1) Regardless of whether or not the Company is liable as mentioned in the preceding Article (1), in accordance with the Company's Special Rules for Compensation of the Company Terms and Conditions, the Company shall pay compensation for death (15 million yen), compensation for permanent physical injuries (up to 15 million yen), cost of hospitalization (20,000 - 200,000 yen), cost of hospital visit (10,000 - 50,000 yen) and compensation for damage to baggage (up to 100,000 yen per item of baggage or pair of items and up to 150,000 yen per person for one agent-organized tour), for specific damage incurred by the clients' body, life or baggage, arising from sudden and accidental occurrence during an agent-organized tour.

(2) Notwithstanding Paragraph (1), a day when no Tour Services included in an agent-organized tour organized by the Company are provided shall not be considered as a day during an agent-organized tour unless otherwise mentioned in the relevant brochure.

(3) The Company shall not pay compensation or cost as stipulated in Paragraph (1) when damage suffered by clients during an agent-organized tour results from the client's wilful misconduct, driving while intoxicated and/or ill, or dangerous sports and activities such as mountain climbing (using mountain-climbing equipment such as ice axes, crampons, climbing rope hammers), luge, bobsledding, skydiving, hang-gliding, ultra-light plane flying (motor-driven hang-gliding, microlight planes, ultra-light planes), gyro-plane flying which are not included in the agent-organized tour and are engaged in during the client's free time. Provided, however, that this is not applicable when these activities are included in the itinerary of the agent-organized tour.

(4) The Company shall not pay compensation for damage for exempted items listed in the Company Terms and Conditions such as cash, securities, credit cards, coupons, airplane tickets, passport, driver's licences, visas, deposit receipts (including handbooks and bank cards), other data and similar items, contact lenses.

(5) In cases where the Company is liable for compensation as stipulated in Paragraph (1) and compensation for damage as stipulated in the preceding Article, when any one of the liabilities is met, both liabilities shall be regarded as met to the extent of the amount paid.

## **21. Liability of Clients**

(1) The client shall be liable to the Company for damage suffered arising from the client's wilful misconduct, negligence, illegal conduct or conduct against public order and good manners, or breach of the Company Terms and Conditions.

(2) Clients are required to make every effort to utilize information provided by the Company and to understand the details of the Tour Contract of the agent-organized tour including the rights and obligations of clients to conclude the agent-organized tour contract.

(3) After the departure of the tour, if a client finds that the Tour Services provided are different from that specified in the contract documents, in order for the client to receive Tour Services smoothly as provided in the contract documents, clients are required to report the discrepancy promptly at the local destination to the tour conductor, conciliator, local assistant guide, providers of Tour Services or the tour sales store where the application was made.

(4) The Company may take necessary measures if the Company considers that a client during the tour needs treatment due to illness or injuries or being in a condition requiring protection. In this case, if the Company is not responsible for such causes, the client shall bear all costs for such treatment and shall pay for such costs by the means and date designated by the Company.

(5) If the client loses the travel coupons provided by the Company, the client shall bear the cost and charges of transportation service providers to reissue said coupons. The tariffs and charges shall be the amount decided by such transportation service providers.

## **22. Optional Tour and Provision of Information**

- (1) In relation to the application of Article 20 (Special Indemnification) to a separate agent-organized tour arranged and operated by the Company with a separate participation fee targeted at clients who are participating in an agent-organized tour of the Company (hereinafter referred to as an "**Optional Tour**"), the Company shall treat it as part of the main agent-organized tour contract. We specify in the brochures relating to Optional Tours that "the organizer is the Company".
- (2) If it is stated in the brochure that the Optional Tour is operated by a company other than the Company, the Company shall pay the compensation for or cost of damage suffered by clients during the Optional Tour in accordance with Article 20 (Special Indemnification) (provided, however, that this does not apply to cases where the date of the Optional Tour is not on the arranged date of the main agent-organized tour and also such is clearly mentioned in the brochure and the final documents). The responsibility of the tour operator of the Optional Tour and of the clients are all governed by the terms and conditions of such tour operator.
- (3) Where the Company lists possible sports in its brochures merely for the purposes of providing information, the Company will clearly indicate this. In this case, the special indemnification provision of Article 20 shall apply to damage suffered by clients caused during the possible sports (provided, however, that this does not apply to cases where the date of the Optional Tour is not on the arranged date of the main agent-organized tour and also such is clearly mentioned in the brochure and the final documents). However, other than that, the Company shall not be responsible for any liability.

### **23. Itinerary Booking Guarantee**

(1) Should material changes occur in the contents of the contract as stated in the left-hand column of the following

<p>table (except for changes mentioned in 1 through 3 below), the Company shall pay to the clients for compensation for changes by multiplying "tour prices" provided in Article 7 by the rate indicated in the right-hand column of the table within 30 days counting from the day after the tour ends. Provided, however, that if it is apparent that the Company is liable in accordance with Article 19(1) in relation to such changes, the</p>
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Company shall pay the amount not as compensation for changes but as either a portion or full amount of compensation for damage.

1 The Company shall not pay compensation for changes due to the following reasons (however, the Company shall pay compensation for changes if such changes are caused by a shortage of seats, rooms or other facilities of the transportation or accommodation service providers, even when such services are provided):

- (a) bad weather and natural disasters, which hinder the tour itinerary;
- (b) war;
- (c) civil riots;
- (d) governmental orders;
- (e) suspension of Tour Services involving transportation or accommodation service providers such as cancellation, interruption, or cessation;
- (f) provision of transport services different from the original schedule; owing to delays or changes in operation schedules; and
- (g) necessary measures to secure tour participants' lives and bodies.

2 If a change occurs because of the cancellation of the Tour Contract in accordance with Articles 15 and 16,

the Company shall not pay compensation for changes.

3 If the order of the Tour Services provided in the brochure changes but such services are provided to the clients during the tour, the Company shall not pay compensation for changes.

(2) Notwithstanding Paragraph (1) above, the maximum amount of compensation for changes paid by the Company per one organized Tour Contract shall be limited to the "tour price" stipulated in Article 7 multiplied

by 15%. If payment of compensation for changes to one client is less than 1,000 yen per one Tour Contract, the Company shall not pay such compensation for changes.

(3) The Company may pay compensation by providing goods or services equivalent to compensation money with

clients' consent instead of paying the compensation for changes or for damage in cash.

The amount of compensation for changes = the following rate per change multiplied by tour price

Change for which the Company shall pay compensation for changes	If clients are notified by a date prior to tour departure	If clients are notified after tour departure
(1) Change in tour departure or end date specified in tour brochure or final documents	1.5%	3.0%
(2) Changes in destination or entry to tourist spots and/or facilities (including restaurants) stated in tour brochures or final documents	1.0%	2.0%
(3) Changes in equipment of transportation facilities or down grade of the facilities as stated in tour brochures or final documents to those of lower cost (only when the total price of the grade and equipment of the facilities after change become less than those stated in the brochure or final documents)	1.0%	2.0%
(4) Changes in types of the transportation facilities or the transportation company as stated in tour brochure or final documents	1.0%	2.0%
(5) Change to other flight involving a change of domestic airports for departure or arrival of the tour stated in the tour brochures or the final documents	1.0%	2.0%
(6) Change in the international flights stated in the tour brochures or the final documents from direct flight to connecting flight or flight with stops	1.0%	2.0%
(7) Change in accommodation facilities or the name of the accommodation providers as	1.0%	2.0%

stated in the tour brochures or the final documents		
(8) Change in type of rooms, facilities, views of accommodation as stated in the tour brochures or the final documents	1.0%	2.0%
(9) Among the changes in items (1) through (8) above, the matters included in the tour title as stated in the tour brochures or the final documents	2.5%	5.0%

**Note 1:** In the event that changes occur between the details as set forth in the brochure and those in the final documents, or between the details set forth in the final documents and the actual Tour Services provided, each change shall be considered as one change.

**Note 2:** With regard to the changes set forth in (9) above, compensation rates set forth in (1) through (8) shall not apply, and the compensation rate set forth in (9) shall apply.

**Note 3:** For transportation facilities, one change shall be deemed as one change per ride or ship; for accommodation facilities, one change per overnight stay; and for other tour services, one change per item.

**Note 4:** In the event that multiple changes set forth in (4), (7), and (8) occur per ride or ship or per overnight stay, such changes shall nevertheless be deemed as one change per ride or ship, or as one change per overnight stay.

**Note 5:** In the event that the transportation facilities set forth in (3) and (4) accompany usage of accommodation facilities, changes shall be deemed as one change per overnight stay.

**Note 6:** For company name changes in transportation facilities as set forth in (4) and name changes in accommodation facilities as set forth in (7), this only means the cases where the facilities themselves change.

**Note 7:** Changes to a higher grade or facilities is not the case described in (4) above regarding company name changes made to transportation facilities.

## 24. Correspondence Contract

The Company may accept an application for the tour from a card holder (hereinafter referred to as a "**Card Holder**") of a credit card issued by the Company or credit card Company with which the Company have an alliance (hereinafter referred to as "**Affiliated Company**") under the condition that the tour price and cancellation fee may be paid without the Card Holder's signature ("**Communications Contract**"). The terms and conditions of the Communications Contract are different from the usual terms and conditions of the tour in the points below. (Some travel sales agents may not be able to deal with such applications. Also, the type of cards acceptable will depend on the relevant travel sales agent.)

(1) "Card Use Day" means, in this Article, the date when the Card Holder or the Company pays the tour price or other amount or refunds debts in accordance with the Tour Contract.

(2) When applying, the credit card number and card expiration date and other matters must be notified to the Company.

(3) Tour Contracts by way of Communications Contracts are concluded, in the case that the acceptance notice of conclusion of the Tour Contract from the Company is sent by mail, when the Company send such notice and, in the case that the Company provide notice of acceptance by electronic means such as telephone or e-mail, when such notice reaches the client.

(4) The Company shall receive the payment of the "tour prices described in the brochure" and the "cancellation fee as provided in Article 14" by a credit card issued by the Affiliated Company without a signature of the Card Holder on the prescribed slip. In this case, the Card Use Day for the tour price shall be the day when the contract enters into effect.

(5) When a client cancels a contract, the Company shall refund the amount of the tour price less the amount of the cancellation fee within 7 days (30 days in the case of a reduction or cancellation after tour departure) counting from the day after the cancellation request date, which shall be the Card Use Day.

(6) If payment by the credit card presented by the Card Holder cannot be made due to credit reasons, the Company shall terminate the Communications Contract and the Client must pay to the Company the tour price in cash by a date which the Company separately specifies. If the client is not able to pay by the due date, the client shall be charged a penalty charges equivalent to the cancellation fee described in Article 14(1).

## **25. Subscription to Domestic Travel Insurance**

If a client is injured during a tour, treatment costs, transportation costs and other expenses may be high. In the case of an accident, compensation claims for damages against the assailant and the collection of compensation may be very difficult. To secure these, it is recommended that clients take out sufficient travel insurance themselves. For details, please consult the sales staff.

## **26. Handling of Personal Information**

(1) When clients apply for tours, the Company obtain the clients' personal information described in the Company' application form. Clients may choose which personal information to provide to the Company at their own discretion but the Company may not be able to accept an application or request of a client if all or part of the personal information is not provided and the Company cannot contact the client or carry out the necessary procedures to arrange and provide the Tour Services.

The (general) tour handling officer handles the personal information provided on behalf of the personal information handling officer.

(2) The Company use the personal information obtained in accordance with the preceding Paragraph to contact clients and use such information to the extent necessary for the process of arranging the Tour Services and receiving such services for the tour applied to by the client and provide such information to the transportation and accommodation providers described in the brochure and insurance Company and arrangement agent by electronic means.

In addition, the Company may use the clients' personal information (1) for news in relation to the Company or Affiliated Company' products or services or campaigns, (2) to request opinions and impressions after tour participation, (3) to request the completion of a questionnaire, (4) to offer VIP services and (5) to formulate



statistical documents.

(3) The Company may entrust part or the entire handling of the personal information provided in accordance with Paragraph (1) to other Company in relation to the tour conductor services or reference services at the airport. In this case, the Company shall choose such Company to entrust based on the Company's criteria and only entrust the personal information after first concluding a non-disclosure agreement.

(4) The Company may provide the clients' personal information held by the Company to souvenir shops for convenience of shopping by clients at the travel destination or elsewhere. In this case, the Company provides the personal information in relation to clients' names, passport number and flight boarding numbers by sending them via electronic means in advance. If the client wishes to prevent this provision of personal information, please inform the relevant tour sales office in charge by departure.

## **27. Reference Date of Tour Conditions and Prices**

The reference date of the tour conditions and tour prices are as specified in the brochures.

## **28. Others**

(1) The client shall bear the expenses incurred when he/she asks a tour conductor for the personal accompaniment or shopping, costs arising from his/her injury or illness, expenses incurred from the collection of lost baggage or articles left behind owing to personal negligence, as well as charges incurred by independent activity.

(2) The client shall accept all responsibility for decisions regarding individual purchases at souvenir shops even when said shops are introduced by the Company. The Company will not accept any exchange or return of products.

(3) If clients consent to the system that airlines may ask for clients to voluntarily board an airplane other than the originally scheduled airplane (flex traveller system) and actually board other airplane not chartered by the Company, the Company shall be deemed to have fulfilled its obligation of arrangement and itinerary management and the Company shall have no responsibility for the liabilities of itinerary guarantee and special indemnification relating to such change.

(4) Under no circumstances the Company shall re-conduct a tour.

(5) By joining the agent-organized tours operated by the Company, the client may be eligible for the frequent flyer miles services provided by airlines. For inquiries regarding or registration for such services, the client shall contact the corresponding airline directly. Furthermore, changes of the tour conditions arising from changes in airline shall not apply to the liabilities set forth in Article 19 (1) and Article 23 (1).

When clients order alcoholic beverages, meals, and other services at inns or hotels, clients shall be liable for the relevant taxes including consumption taxes as a general rule.

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